

BARNES LAW GROUP, LLC

Roy E. Barnes, Esq.

Roy@BarnesLawGroup.com

John R. Bevis, Esq.

Bevis@BarnesLawGroup.com

31 Atlanta Street

Marietta, GA 30060

Tel: 770-227-6375

Counsel for certain Georgia State Court Claimants

Represented by Barnes Law Group, LLC

McMANIMON, SCOTLAND & BAUMANN, LLC

75 Livingston Avenue

Roseland, NJ 07068

(973) 622-1800

Anthony Sodono, III (asodono@msbnj.com)

Sari B. Placona (splacona@msbnj.com)

Local Counsel for certain Georgia State Court Claimants

Represented by Barnes Law Group, LLC

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

Chapter 11

LTL MANAGEMENT, LLC,
Debtor.

Case No. 23-12825(MBK)

**VERIFIED STATEMENT PURSUANT TO FEDERAL
RULE OF BANKRUPTCY PROCEDURE 2019**

Barnes Law Group, LLC (hereinafter “BLG”) submits this Verified Statement in accordance with Fed. R. Bankr. P. 2019.

1. I am the Managing Partner of Barnes Law Group, LLC and admitted to practice in Georgia and Florida and have been admitted to practice before numerous other courts on a case by case basis, including my Pro Hac Vice before this Court. I am fully familiar with the facts and circumstances described herein.

2. BLG represents certain claimants alleging that their ovarian cancer was caused by their use of Johnson's Baby Powder and/or Shower To Shower talcum powder products. Robert D. Cheeley, Esq., of The Cheeley Law Group, LLC ("CLG"), located at 2500 Old Milton Parkway, Suite 200, Alpharetta, GA 30009 serves as co-counsel with BLG in all such cases.

3. Attached hereto as **Exhibit A**, is a list of BLG/CLG talc claimants with pending lawsuits against Johnson & Johnson and/or its affiliates that complies with the requirements of Fed. R. Bankr. P. 2019(c), resulting from their talcum powder exposure as result of using products manufactured by Johnson & Johnson and/or its affiliates.

4. These claimants engaged BLG/CLG as co-counsel, in connection with pursuing their wrongful death and personal injury. All of BLG/CLG clients have been formally diagnosed with epithelial ovarian cancer.

5. Attached hereto as **Exhibit B**, is an exemplar Fee Agreement and Authority to Represent represented to be substantially the same in form and substance, of each form of agreement or instrument that have been executed by all claimants set forth in **Exhibit A**, whereby BLG/CLG is empowered to act on behalf of each claimant, redacted only with respect to any fee arrangement contained therein.

6. BLG/CLG does not hold any interest in the Debtor or its parent and affiliate companies.

7. I verify under the penalty of perjury that these statements are correct to best of knowledge and belief.

8. BLG/CLG will supplement or amend this Verified Statement, as necessary or required under Fed. R. Bankr. P. 2019.

Date: June 30, 2023

Barnes Law Group, LLC
Counsel for certain Georgia State Court Claimants
Represented by Barnes Law Group, LLC

By: /s/ John R. Bevis
JOHN R. BEVIS

**McMANIMON, SCOTLAND
& BAUMANN, LLC**

Local Counsel for certain Georgia State Court
Claimants Represented by Barnes Law Group, LLC

By: /s/ Sari B. Placona
SARI B. PLACONA

EXHIBIT A

Last Name	First Name	Address	Nature of Claim	Amount of Claim	Disease Type	Histology	Stage
A [REDACTED]	Daima	[REDACTED] Fayetteville, Georgia 30214	Personal Injury	Unliquidated	Ovarian	Serous	IIIA
A [REDACTED]	Elizabeth	[REDACTED] Buford, Georgia 30518	Personal Injury	Unliquidated	Ovarian	Serous	N/A
A [REDACTED]	Susie Ann	[REDACTED] Griffin, Georgia 30223	Personal Injury	Unliquidated	Ovarian	Serous	IIIC
A [REDACTED]	Cheryl	[REDACTED] Forest Park, Georgia 30297	Personal Injury	Unliquidated	Ovarian	Serous	IIIC
B [REDACTED]	Martha	[REDACTED] Atlanta, Georgia 30310	Personal Injury	Unliquidated	Ovarian	Serous	IV
B [REDACTED]	Debbie	[REDACTED] Monroe, Georgia 30666	Personal Injury	Unliquidated	Ovarian	Serous	IV
B [REDACTED]	Minnie	[REDACTED] Georgia 30534	Personal Injury	Unliquidated	Ovarian	Serous	IIIC
B [REDACTED]	Annette	[REDACTED] Sumner, Georgia 31789	Personal Injury	Unliquidated	Ovarian	Serous	IIIC
C [REDACTED]	Barbara Earline	[REDACTED] McRae, Georgia 30155	Personal Injury	Unliquidated	Ovarian	Serous	IA
C [REDACTED]	Martha	[REDACTED] Camilla, Georgia 31736	Personal Injury	Unliquidated	Ovarian	Serous	IIIC
D [REDACTED]	Bernadette	[REDACTED] Ormond Beach, Florida 32174	Personal Injury	Unliquidated	Ovarian	Serous	IA
D [REDACTED]	Connie	[REDACTED] Lawrenceville, Georgia 30066	Personal Injury	Unliquidated	Ovarian	Serous	IIC
E [REDACTED]	Shirley	[REDACTED] Decatur, Georgia 30032	Personal Injury	Unliquidated	Ovarian	Serous	III
E [REDACTED]	Margie	[REDACTED] Augusta, Georgia 30904	Personal Injury	Unliquidated	Ovarian	Serous	IIIC
F [REDACTED]	Betty	[REDACTED] Jacksonville, Florida 32225	Personal Injury	Unliquidated	Ovarian	Serous	N/A
F [REDACTED]	Carol	[REDACTED] Georgia 30066	Personal Injury	Unliquidated	Ovarian	Serous	IIB
G [REDACTED]	Sandra	[REDACTED] Cumming, Georgia 30041	Personal Injury	Unliquidated	Ovarian	Serous	IIIC
G [REDACTED]	Sonna	[REDACTED] Ellenwood, Georgia 30294	Personal Injury	Unliquidated	Ovarian	Serous	IIIB
H [REDACTED]	Charlie Mae	[REDACTED] Camilla Georgia 31730	Personal Injury	Unliquidated	Ovarian	Serous	IIIC
H [REDACTED]	Nancy	[REDACTED] Macon, Georgia 31210	Personal Injury	Unliquidated	Ovarian	Serous	IIIC
J [REDACTED]	Judith	[REDACTED] Florida 33602	Personal Injury	Unliquidated	Ovarian	Serous	IIIC
J [REDACTED]	Judith	[REDACTED] Alpharetta, Georgia 30004	Personal Injury	Unliquidated	Ovarian	Serous	IIA
J [REDACTED] y	Jeanne	[REDACTED] Atlanta, Georgia 30324	Personal Injury	Unliquidated	Ovarian	Serous	IC1
K [REDACTED]	Elizabeth	[REDACTED] Suwanee, Georgia 30024	Personal Injury	Unliquidated	Ovarian	Serous	IC3
K [REDACTED]	Lynne	[REDACTED] , Atlanta, Georgia 30327	Personal Injury	Unliquidated	Ovarian	Serous	IIIC
K [REDACTED]	Barbara	[REDACTED] Atlanta, Georgia 30309	Personal Injury	Unliquidated	Ovarian	Serous	IIIC
L [REDACTED]	Diana	[REDACTED] Newnan, Georgia 30263	Personal Injury	Unliquidated	Ovarian	Serous	III
L [REDACTED]	Patricia	716 [REDACTED] Canton, Georgia 30114	Personal Injury	Unliquidated	Ovarian	Serous	IIIC
L [REDACTED]	Eleanor	[REDACTED] Americus, Georgia 31719	Personal Injury	Unliquidated	Ovarian	Serous	III
M [REDACTED]	Cammy	[REDACTED] Columbus, Georgia 31906	Personal Injury	Unliquidated	Ovarian	Serous	IIIC

M [REDACTED]	Lizabeth	[REDACTED] Cumming, Georgia 30040	Personal Injury	Unliquidated	Ovarian	Serous	IIIC
M [REDACTED]	Lisa	[REDACTED] Marietta, Georgia 30064	Personal Injury	Unliquidated	Ovarian	Serous	IIIC
R [REDACTED]	Shelia	[REDACTED] Monticello, Georgia 310064	Personal Injury	Unliquidated	Ovarian	Serous	III
S [REDACTED]	Betty	[REDACTED] Atlanta, Georgia 30338	Personal Injury	Unliquidated	Ovarian	Serous	IA
S [REDACTED]	Irene	[REDACTED] Leesburg, Georgia 31763	Personal Injury	Unliquidated	Ovarian	Serous	IIIC
S [REDACTED]	Catherine	[REDACTED] Woodstock, Georgia 30188	Personal Injury	Unliquidated	Ovarian	Serous	IIIC
S [REDACTED]	Elnora	[REDACTED] Decatur, Georgia 30034	Personal Injury	Unliquidated	Ovarian	Serous	IIIC
S [REDACTED]	Nell Rose	[REDACTED] Alpharetta, Georgia 30022	Personal Injury	Unliquidated	Ovarian	Endometrioid	IA
S [REDACTED]	Marilyn	[REDACTED] Canton, Georgia 30115	Personal Injury	Unliquidated	Ovarian	Serous	IIIB
T [REDACTED]	Frances	[REDACTED] Woodstock, Georgia 30188	Personal Injury	Unliquidated	Ovarian	Serous	IIC
T [REDACTED]	Peggye	[REDACTED] Athens, Georgia 30606	Personal Injury	Unliquidated	Ovarian	Serous	IC
T [REDACTED]	Vicki	[REDACTED] Atlanta, Georgia 30308	Personal Injury	Unliquidated	Ovarian	Serous	IC
W [REDACTED]	Allison	[REDACTED] Atlanta, Georgia 30316	Personal Injury	Unliquidated	Ovarian	Other	I
W [REDACTED]	Tammy	[REDACTED] Marietta, Georgia 30064	Personal Injury	Unliquidated	Ovarian	Serous	IB
W [REDACTED]	Elizabeth	[REDACTED] Columbus, Georgia 31904	Personal Injury	Unliquidated	Ovarian	Serous	III
W [REDACTED]	Janet	[REDACTED] Woodstock, Georgia 30188	Personal Injury	Unliquidated	Ovarian	Endometrioid	I

EXHIBIT B

ATTORNEYS AT LAW



Barnes Law Group, LLC

Cheeley Law Group, LLC

**FEE CONTRACT and
AUTHORITY TO REPRESENT**

I wish to retain the firm of **The Barnes Law Group, LLC** and **The Cheeley Law Group, LLC** (my “attorneys”) to represent me and/or any estate I control in the pursuit of any and all claims against any and all persons or entities arising out of or related to the use of TALC powder products and a diagnosis of ovarian cancer.

I agree to pay to my attorneys the following fee from the total gross recovery or termination of employment as described herein:

[REDACTED]

In the event that a “structured settlement” or periodic payment agreement is reached, I agree that the attorneys’ fee shall be computed on the basis of the present value of the structured settlement at the time of the settlement or offer. In determining the present value of the structured settlement, the parties agree to rely upon appropriate accounting methods for determining present value as set forth by actuaries, economists or other experts in the field. Any expense of determining present value shall be considered a cost for the case for which I agree to bear the expense in the event of a recovery. Further, the attorneys’ fees, computed on the basis of “present value,” are due and payable at the time of any settlement.

I understand that this is a contingent fee contract. **If there is no recovery or offer, there will be no fee owed under the terms of this Fee Contract and Authority to Represent.**

I understand that my attorneys may **advance court costs and expenses of litigation, the repayment of which is also contingent on a recovery or offer** unless ordered otherwise by a court of law. I understand that the attorneys will not advance the medical costs for the care and treatment of the injuries sustained as a result of the incident listed above as medical expenses remain at all times my sole responsibility.

Should I recover or receive an offer as set forth herein, I agree to pay all advanced costs and to pay investigative charges, telephone charges, photocopying charges and postage charges incurred in investigating, reviewing, settling, or litigating my claim upon the successful resolution of same, in addition to the fees stated herein, and I authorize my attorneys to deduct these advanced costs and charges from my settlement proceeds.

In the event that a settlement, verdict or judgment includes non-monetary aspects (e.g., restraining orders, injunctions, employment reinstatement) that cannot be readily valued with respect to the agreed upon contingent fee, then I agree to attempt to reach an agreement with the attorneys to value these non-monetary aspects for purposes of determining how the attorneys will be compensated for obtaining that relief for me. Should we have a dispute over the value of these non-monetary aspects, then in such event, the trial judge will set the value of such non-monetary aspects of my case. Both sides agree the decision of the trial judge shall be final, and no appeal by either party will be taken.

I further agree that should the attorneys and I not be able to agree on any non-monetary aspects of a settlement verdict or award, the attorneys will not be precluded from obtaining, and realizing, their fees on the monetary aspects of the settlement, verdict or award.

Upon receipt by settlement or verdict of any proceeds, the said funds shall be disbursed as follows: First, from the gross proceeds the attorney fee percentage shall be computed and deducted; next, all costs for investigation and prosecution of the case including any and all filing fees, investigation fees, expert witness fees, and other like and similar costs shall be deducted; next, any unpaid medical, hospital, pharmacy, insurance reimbursement or like and similar costs shall be deducted. The resulting sum shall be net proceeds payable to client.

If all or part of the prior costs have been paid by another source (e.g., insurance or medical coverage), I agree that such source will be reimbursed out of any such proceeds if required by law, policy or agreement. The attorneys have the authority and authorization to make such disbursements of those funds directly to the doctors, hospitals or other persons concerned as is necessary.

The attorneys are hereby authorized to fully investigate the claims I may have stemming from the above-referenced incident. If the attorneys decide it is in my best interest to file a lawsuit or other legal proceedings on my behalf, the attorneys have my authority to prepare and prosecute such claims. If at any time, having made reasonable investigation of my claims, the attorneys determine that it is not feasible or proper for the attorneys to prosecute my claims further, it shall so notify me in a timely fashion and, consistent with applicable ethical rules and obligations, may withdraw from representation under this agreement.

I further agree that the attorneys shall have a lien upon all monies, things or value and other consideration recovered in any claim they prosecute on my behalf.

It is further understood that neither I nor the attorneys will settle any claim arising out of this accident/incident without first having the express consent of the other. It is understood and agreed that if either party receives a settlement offer, it will be immediately forwarded to the other.

Each party reserves the right to terminate the employment of the other. Upon any such termination, if there is an outstanding offer of settlement that has been made by the defendant, its insurer or its agent, or a verdict has been returned in the trial of my case, then for purposes of setting the fee due my attorneys, it shall be considered that the contingency of recovery has been satisfied under this contract, and my attorneys shall receive as their fee the percentage described above on any such offer or verdict.

If at any time I am deemed to be incompetent (or if I am a minor) and if any court rules, statute or other law requires an amendment or negation of this Authority To Represent, then the fees shall be such as may be approved by court or as set forth by statute or rule of laws.

The attorneys have my authorization and consent to employ any other lawyer(s) as co-counsel, if, in the attorneys discretion, they deem such appointment to be beneficial to the case. I agree that the co-counsel will also have the right to represent me in the prosecution of my claims. However, the attorneys will have responsibility for paying the co-counsel out of the fees identified above. **If there is no recovery or offer, there will be no fees or costs owed to designated co-counsel.**

It is understood that I have no other obligation to pay the co-counsel, but that any out-of-pocket expenses incurred by co-counsel shall be considered costs of litigation for which I am responsible. It is understood that the co-counsel will be available to me for consultation in this matter should I so desire.

Also, this contract serves as notification by BLG to the client that the case file will be maintained by BLG for a period of ten (10) years from the time that the case is closed, resolved, settled or the Statute of Limitations has run, whichever date is the latest. At that time, the case file will be shredded and destroyed.

The above employment is hereby accepted upon the terms and conditions stated herein.

DATED: _____

Client

The Barnes Law Group, LLC

Client

The Cheeley Law Group, LLC